

Lovells

SALE AND PURCHASE AGREEMENT

regarding the

sale and purchase of shares in

**STUDIVZ, LTD.
BERLIN**

REDACTED

HOLTZ 000003

14. Holtzbrinck Ventures GmbH, a company incorporated in the Federal Republic of Germany, registered with the Local Court of Munich under HRB 148665, with its principal office address at Bayerstraße 21, 80335 Munich, Germany

- "Purchaser" -

15. Georg von Holtzbrinck GmbH & Co. KG, a company incorporated in the Federal Republic of Germany, registered with the Local Court of Stuttgart under HRA 11722, with its principal office address at Gänseheidestraße 26, 70184 Stuttgart, Germany

- "Guarantor" -

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6.4 Operational Warranties

- (c) The Target is the owner of the patents, patent applications, trademarks, service marks, trademark/service mark applications listed in Annex 6.4(c) hereto and specified therein as registered ("Registered Intellectual Property Rights"). The Registered Intellectual Property Rights are free

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and clear of all liens, encumbrances and other third party rights and the Target has not granted any licence to any third party to use the Registered Intellectual Property Rights. With the exception of the Registered Intellectual Property Rights, the Exclusive and Non-Exclusive Software (as defined in section 6.4(d) below) and the User Data Base (as defined in section 6.4(e) below), there exist no patents, patent applications, trademarks/service marks, trademark/service mark applications, copy rights, data base rights and/or design rights ("**Intellectual Property Rights**") which are required for the business of the Target in order to conduct its business as it is currently being conducted. The Registered Intellectual Property Rights do not infringe any Intellectual Property Rights of any third party. The products and services provided by the Target, any process, method, part or design used in the business of the Target do not infringe any Intellectual Property Rights of any third party and to the Best Knowledge of the Sellers no circumstances exist that may give rise to a claim of such infringement. The Target has taken all necessary and appropriate steps to protect and preserve the confidentiality of all Intellectual Property Rights of the Target.

- (d) The Target neither licensed nor disclosed to any third party the source code or any parts of the source code of any software owned by the Target or exclusively licensed to the Target (hereinafter referred to as "**Exclusive Software**"). The Target has full rights and authorities in the Exclusive Software and any other software used by the Target in its ordinary course of business ("**Non-Exclusive Software**"). The Target did not grant any rights in the Exclusive Software to a third party. The Exclusive Software or any parts of the Exclusive Software does not contain any source code that is subject to any open source license terms. To the Best Knowledge of the Sellers the Exclusive Software and Non-Exclusive Software are free of defects, viruses, Trojan horses or any other contaminant codes. The Target has not received any notice of or is not aware of any claim or threat of claim that the Exclusive Software and the Non-Exclusive Software infringe any patent, trade secret, copyright or any other intellectual property rights of any third party.

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- (i) Except as disclosed in Annex 6.4(i) the Target is not involved in any law-suit, arbitration, administrative or other proceedings pending or threatened in writing by or against it before any state court, arbitration tribunal or governmental agency involving an amount in excess of EUR 25,000.00. Except as disclosed in Annex 6.4(i) to the Best Knowledge of the Sellers, no such circumstances exist which are likely to give rise to any such proceedings involving the Target.

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**Highly Confidential -
Attorneys' Eyes Only.
Use restricted to Case No. C08-
03468JF; any other use prohibited**

Annex 6.4(l)

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2. Settled or Threatened Litigation

(with comments from attorneys Erdmann Zacharias-Langhans)

1. **FACEBOOK Inc. / StudivZ: Abmahnung wegen Plagiatsvorwurf
Az: svz-002 und svz-004/2006**

FACEBOOK Inc. in den USA hatte StudivZ durch eine Rechtsanwaltskanzlei wegen angeblicher Plagierung der FACEBOOK Website urheber- und wettbewerbsrechtlich abmahnen lassen. Wir haben die Geltendmachung der Ansprüche durch Forderungsabwehrschreiben und Hinterlegung einer Schutzschrift vor den Landgerichten Berlin und Hamburg abwehren können. Die Angelegenheit ist erledigt.

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